BENGALURU METROPOLITIAN TRANSPORT CORPORATION
COMMERCIAL DEPARTMENT

TENDER NOTIFICATION No. 08/2026-27
(Through E –PROCUREMENT)

Tenders are invited through KPPP in Two Bid system on **"as is where is basis"** condition, from Agency/firm/company for Maintaining /Running commercial establishments **mentioned in the Annexure** A & B which are vacant at Various Bus Stations North East Division of BMTC on monthly License fee **basis.**

As per Karnataka Transparency in Public procurement ordinance of 2000, The interest bidders/firms will have to upload all information, document and rates etc in website only. i.e. https://kppp.karnataka.gov.in No documents will be accepted in-person or manually and the licensees shall confirm themselves for up-loading of all the Documents.

The intending Licensees can obtain the Tender details through website https://kppp.karnataka.gov.in and upload the duly completed tenders / relevant documents within the stipulated date and time mentioned in website.

Vendors/ Licensees need to register in the e-Procurement portal to submit their bids online. The Tender shall be submitted through e-Procurement Portal (https://www.kppp.karnataka.gov.in) only. The tender document can be viewed free of on e-Procurement Portal.

Note:-

1. The Tenderers/Licensee has to confirm **themselves for up-loading of all the Tender Documents.**
2. Tender terms & conditions is a part of agreement.
    1. Date & Time for Tender Queries/Clarifications (Pre bid meeting) :10.06.2026 @ 11:00 hrs
    2. Last Date & Time for receipt of tenders: 02.07.2026@ 17:00 hr
    3. Date & Time for Opening of Technical Bid : 03.07.2026@ 17:05 hrs
    4. Date & Time for Opening of Financial Bid :___@ 00:00 hrs(to be intimated later)

TWO Bid SYSTEM

The tender shall follow two bid System with Bid-I (Technical Bid) and Bid-II (Financial Bid).

The Bid-I shall contain the information regarding

1. Address & ID Proof with photo (Aadhaar Card / Voter ID) in case of individual.
2. PAN card.
3. Income tax Returns for any one of the last 3 financial years.
4. GST Registration certificate.
5. Company Registration Certificate.
6. Cumulative Turnover Certificate. (for the Last 5 financial years)
7. Self Declaration Certificate of not been Blacklisted for 2 years.
8. Self Declaration Certificate of not been Terminated for default in Last 2 years.

The Bid-II shall contain the quoted prices for the tender: The licensee shall upload their quoted rates in lump sum both in **words and figures** in the financial bid.

Note:

1. The financial bids of those licensees who have been qualified in the technical bids will be opened.
2. The EMD of Non-selected bidder will be returned through e-portal only.

ELIGIBILITY CRITERIA:-

(The supporting documents to be uploaded in technical bid)

Sl. No	Requirements	Documents to be up-loaded
1.	Address & ID Proof with photo (Aadhaar Card / Voter ID).	The Licensee shall upload the copy of the Address & ID Proof with photo.
2	PAN card	The Licensee shall upload the copy of the Pan card.
3	Income Tax Returns	The Licensee shall upload the copy of Income Tax Returns (any one of the last 3 financial years)
4	GST Registration certificate	The Licensee shall upload the copy of the GST Registration certificate.
5	In case of partnership firm company	Upload a copy of firm Registered under the Indian Partnership Act.
6	Tender should not have been terminated & blacklisted during the last two years as on the date of submission of the proposals for this tender due to non-fulfillment of the contractual obligations as evidence by imposition of the penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.	Self declaration by the Bidders/ consortium duly notarized and signed by the authorized signatory on non-judicial stamp paper of appropriate value. (should be compliance As per clause 33)
7	The Tenderer should have Average Annual Turnover (Average for last Five Financial year) of 50% of the total Estimated cost of contract. The average annual turnover in calculated for last five financial years(i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25)	Up load a copy duly certified by chartered accountant as follows: 1. Profit and loss statement with CA audit 2. Balance sheet with CA audit. 3. Chartered Accountant certificate of the average annual turnover.

TERMS AND CONDITIONS

1.	The Period of License is 10(Ten) years from the effective date, which will be mentioned in the agreement.
2.	The tender is for composite allotment of all identified commercial general stalls, Refreshment Room, and commercial/office spaces at the premises.

	The entire package shall be awarded to one single agency only. Partial bidding or selective allotment is not permitted.
3	Tender processing fee & EMD will be accepted only in the form of electronic payment (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in the e-portal.
4	Each Tenderer shall submit only one Tender/Bid.
5	The quoted rates shall be including **Goods and Services Tax (GST)**. The tenderer shall quote their offer in terms of Indian Rupees as monthly license fee. If the GST rate is revised in the future, the updated rate will automatically apply to both existing tenders and already awarded tenders.
6	The firm/Licensee should abide by all terms and conditions mentioned in the contract framework of contract agreement and amendments there off.
7	As BMTC has notified this tender on "**As is where is basis**" condition. The Tenderer are advised to a) Make site visit before quoting their Rate/Amount. b) Shall Confirm himself that all civil/Electricity works to be taken up by the licensee. The selected licensee shall obtain written approval from BMTC for taking up of the works at his own cost. BMTC will not execute these works.
8	The selected licensee is permitted to Sub-let the assigned allotted space within the license period granted. On the completion of the period of license or early termination as the case may be, all sub-let and/ or third party arrangements executed by the licensee shall stand terminated. The licensee in this regard at the time of execution or sub-license or third party arrangements shall have a re-conciliation arrangement with the third parties/ sub-let to the effect that in case of termination, the licensee shall pay back to such third parties/ sub-licensees, all deposits and rents collected in advance from such third parties/ Sub licensees. The Sub licensees/ third parties may in case BMTC so deems fit, may have fresh arrangements with BMTC on mutually agreed terms and conditions. Notwithstanding anything to the contrary, the licensee, shall procure a no objection certificate from all Sub licensees/ third parties to the effect that BMTC shall have no liability or dues arising out of the Sub licensee's arrangements with the licensee during or after the period of license.
9	The selected Licensee should provide all the document with regards to Sub-licensees business, such as business related NOC's, Undertaking from sub-licensee for abide for all the terms & conditions of BMTC with regard this tender & all other statutory authorizes certificate with sub-licensee's business.
10	**Security Deposit:** a) Security Deposit amount shall be 11 (Eleven) times of per month License Fee quoted by the Licensee. Among which 6 times cash and remaining 5 times Security deposits to be submitted in the form of **Bank Guarantee**. The Licensee can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru. b) The licensee shall remit security deposit and enter into agreement within 21 days of his selection as the successful licensee on payment of requisite stamp duty at his own cost as per Karnataka stamp Act.

	c) Additional security deposit by way of DD/ RTGS will have to be remitted by the licensee for the annual escalation in the license fee. d) The security deposit would be refunded to the licensee after the successful completion of the contract after recovering all the charges/dues payable to the BMTC by the licensee. e) In case of any shortfall legal proceedings will be initiated to recover such shortfall from the licensee. f) No interest will be paid on EMD/Security Deposit or any other deposits.
11	The communication of acceptance of the bid shall complete on posting the acceptance by Registered Post A/D to the address furnished in the bid documents. Non receipt of the letter shall not be a ground to extend the time. In case of failure to pay the security deposit it shall be deemed that the licensee has withdrawn his bid and all consequences which is liable to as per clause above shall follow with regard to forfeiture of the EMD and liable to pay damages. The EMD will not carry any interest and would be returned to the unsuccessful licensees after completion of selection procedure. The security deposit will not carry any interest and would be refunded after adjusting the dues on Successful completion of the period of contract.
12	In case, the licensee fails to fulfill the requirements as stated above, within the stipulated time, the entire EMD shall be forfeited and allotment shall be cancelled by duly black listing the concerned licensee.
13	The Tender shall remain open for a period of **90 days**. The licensees shall not withdraw or revise the Tender during this period. In case any licensee reviews or withdraws his tender during this period, the EMD shall be forfeited. In addition to the forfeiture of the EMD, BMTC shall be entitled to claim all losses which it may suffer due to withdrawal or alteration of the bid.
14	The Licensee shall at his own cost execute the agreement in the prescribed form on requisite valued stamp paper as per the Karnataka Stamp Act. It shall be clearly under stood that no licensee will be granted license unless the deed of agreement is executed by the licensee in favour of Corporation. In case of failure on his/her part to execute the agreement and start the business with in a period of 21 days from the date of issuing of allotment letter, the corporation reserves its right to cancel the acceptance and to forfeit the EMD remitted to the corporation apart from claiming all other damages from the licensee. The liability to pay the license fee by the licensee shall commence immediately on expiry of gestation period as per clause 41(1).
15	The Licensee shall execute the agreement on their cost on requisite valued stamp paper as per Karnataka Stamp Act. Any individual/ individuals signing the application forwarding the letter or documents connected with this tender shall specifically mention that he is so signing in individual capacity as: A Sole Proprietor of the firm or his attorney OR A registered active partner or its attorney.
16	The area indicated in the tender notification is only indicative and is subject to availability. BMTC, at its sole discretion, may alter the said area. The actual area handed over shall be measured and marked by the Civil

	Department of BMTC, and such measurement shall be final and binding on the Licensee.
17	**Annual Escalation:** There shall be annual escalation of 5% every calendar year w.e.f 1st of January every year over the license fee of the previous year. However, in the first year the escalation in the license fee shall be limited @ 0.5% per month for every completed month up to 31st December subject to maximum of 5% and subsequently in the same manner during the extension of this License agreement, if any.
18	The Licensee shall pay the license fee for the completed month on or before the 5th day of next month for which, the license fee is payable along with the applicable Service Tax, Electricity Charges and Water Charges and other charges. In case the Licensee fails to pay the monthly fees as prescribed above or in case the Licensee commits breach of any of the terms and conditions aforesaid, the Licensor may notify the Licensee about the amount due including interest at **24% per annum** or details of breach of conditions as the case may be, by serving a notice to the Licensee and obtaining the written acknowledgement. In the event of the Licensee failing to pay the arrears within a fortnight of such notification or continue to commit the breach of the agreement the license granted should stand terminated and the entire Security Deposit shall be forfeited/adjusted towards the unpaid license fee.
19	The license fee shall be paid every month regularly. In case of non-payment of license fee consecutively for three months, the agreement will be terminated by the Licensor whereby the security deposit is forfeited/ adjusted towards unpaid arrears/ damages and the licensee will be evicted from the site. This condition will be applicable only after the gestation period.
20	The licensee shall submit the original copies of the documents for verification before entering into an agreement.
21	In addition to Monthly license fee the licensee shall pay Electricity and Water consumption charges etc separately. BESCOM will provide a single meter to BMTC, bill to both fixed charges & Electricity consumed unit charges and D.G consumed charges separately to each establishments. a) The Licensee shall pay the charges of Electricity consumed as per the bill raised by the BESCOM and shall not allow any arrears to accrue. b) Whenever water is supplied from BMTC, by its own source the Licensee shall pay the charges of water consumed for the proportionate units consumed as per the reading of the meters installed for the purpose at BWSSB Commercial rates for Commercial space and BWSSB domestic rates for Office space and toilets. c) In case water is supplied by BWSSB, the Licensee shall pay the charges of water consumed for the proportionate units consumed (as per the meter/ sub-meter reading) as per the bill raised by BWSSB. d) Sanitary /UGD charges, if applicable will be borne by the Licensee.
22	The licensee shall not damage any part of the building or structure; If any damage caused by the Licensee, shall repair at his own cost.
23	The premises shall be used only for approved commercial purposes. Any

	change in use, layout, branding, or signage requires prior written approval. No illegal, hazardous, or objectionable activity shall be carried out.
24	The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of **two (2) years** from the date of such black listing.
25	In the case of the firms registered under the Indian Partnership Act and Companies registered under the Companies Act, the person signing the tender shall state the authority under which he is signing on behalf of the partnership Firm/ Company and send the certified copy of the partnership deed and in the case of companies, the memorandum of association and articles of association issued by the authorities authorizing him to act in that capacity and failure to annex the above documents will entail to the rejection of such tender. Such tenders should be treated as invalid.
26	Non-operation of any commercial space shall not affect the license fee, which shall remain payable in full for the entire licensed premises and license period.
27	BMTC is not responsible for the delay, loss or non-receipt of money or for any technical problems while uploading the e-tender.
28	The licensee shall not conduct any kind of unlawful and prohibited business such as carrying on traveling agency business or any kind of business which is against to the interest of the Licensor. In the event of breach of any of the above terms the Licensor reserves the right to terminate the license.
29	The licensee shall maintain the building/premises in a clean hygienic and in a good condition by taking up repairs and maintenance works at his own cost.
30	a) The licensee shall not display or exhibit pictures, posters, statues or other articles which are obscene, indecent, immoral or otherwise improper. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and bring on the licensee and shall not be a subject matter of dispute. b) The Licensee is however entitled to put up name board/signage pertaining to the office/business being carried on in the inside premises in question, without in any way affecting the design and beauty of the building. However, if the licensee desires to display on any other part of the building Space, he shall obtain prior written permission from the Licensor.
31	The Licensee shall not display or exhibit any advertisement, erect hoarding in any part of the exterior wall of the Office premises. No displays on the interior wall/ glass which are visible outside will be allowed as all advertisement rights vest with BMTC. Further BMTC will have exclusive rights to display or lease space to display any advertisements on such exterior glass/ walls.
32	The licensee shall not obstruct the Licensor in constructing any upper floors or any other activities.

33	**Prohibition Clause for Black Listed / Disqualification Licensees:** I. The EMD shall be forfeited and reject the bids on the following occasions, in case the licensee:- a. Withdraws the tender after the opening of tender during the period of tender validity. b. Makes false representation with regard to eligibility criteria. c. Fails to keep up to the commitments made in the bid. d. Submits multiple proposals/ bids or if, common interests are found in two or more licensees, the licensees are likely to be disqualified and liable to be black listed by the Corporation, unless additional proposals/ licensees are withdrawn upon notice immediately. e. Fails to furnish the required security deposit within the specified time limit. f. Withdraws or amends its tender or derogated the tender in any aspect. II. The licensees who have been black listed for **02 years** in any departments of State Governments or Government of India or in any Public sector undertakings or in any corporations for any reason what so ever are not eligible for participating in the tender. III. The bidder shall furnish a self declared certificate on Non-judicial stamp papers of appropriate value for not having been black listed in any departments of State Governments or Government of India, Public sector undertakings or in any corporate for any reason what so ever and this shall be uploaded in e-portal along with tenders.
34	The license will be Terminated in case the performance of the licensee is found unsatisfactory in the matter of payment of license fee, manner of catering, complaints from the staff / public, violation of the terms and conditions of the agreement etc.
35	The tenderer shall remit entire Tender processing fee and Earnest Money Deposit (EMD) for the tender through e-Procurement platform, Government of Karnataka.
36	The licensee shall upload the list of litigations in any building including BMTC, clearly stating the history of litigation. Suppression of fact can lead to disqualification from bid process/termination of contract.
37	The Licensor shall have the right to revoke the license in the event of breach of any of the terms and conditions on the part of the Licensee & to revoke it in the best interest of the corporation.
38	On the expiry of the license period fixed in the license or on revocation of the license under the terms and conditions thereof, any belongings of the Licensee found in the licensed premises shall be liable to be auctioned unless claimed within a fortnight of the expiry of the license period or revocation of the license as the case may be. The Licensor shall be entitled to appropriate out of the proceeds of such sale, the amount due to the Licensor from the Licensee and the balance if any shall be paid over to the Licensee or his legal representative after deducting the cost of auction.
39	**Indemnity:** The Licensee shall comply with and adhere to all applicable laws, rules & regulations, circular, orders that are applicable in the contract. The Licensee has to indemnify the Licensor, against any kind of claims, damages caused on account of lapses on the part of Licensee of his agents. The Licensee will be liable for any consequences resulting from violation of

	any such applicable laws.
40	**Termination/Cancellation/Forfeiture of EMD/Security Deposit:** a. The BMTC shall have the right to rescind the contract/license at the cost and risk of the licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited. b. Tender should not have been terminated during the last two years as on the date of submission of the proposals for this tender due to non-fulfillment of the contractual obligations as evidence by imposition of the penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer. c. If the licensee discontinues the agreement for whatsoever reasons before completion of one year of the agreement, the entire security deposit will be forfeited and the Licensee will be blacklisted for a period of 2 years. d. The licensee may get the agreement terminated prematurely after completion of one year license period by issuing 3 month's advance notice to BMTC or by paying 3 month's license fee equivalent to 3 months notice. The Security Deposit will be refunded after deducting due, if any. e. The Licensor shall have the right to terminate the license giving **two months** notice without assigning any reason thereof. The Security Deposit will be refunded. f. Continued partial commercialization may attract penalties in addition to the license fee, and may lead to termination of the composite license in case of repeated default.
41	**Gestation Period**: 1. The selected licensee will be provided with rent-free gestation period of 04 months from the effective date of agreement. The payment of License fee commences after completion of gestation period. 2. A rent-free gestation period of four (4) months shall be applicable for the Commercial/Open/General Stalls. However, if business operations commence at any particular Commercial/Open/General Stall during the said rent-free gestation period, invoices shall be raised for that specific stall from the date of commencement of business. The remaining Commercial/Open/General Stalls shall continue to avail the rent-free gestation period for the balance duration (whichever is earlier). 3. Notwithstanding the gestation period specified, if the Licensee commences business/commercial activities/ generate the revenue, whether partial or full, prior to the expiry of the gestation period, the license fee shall be applicable and payable from the actual date of commencement of such business. 4. The gestation period includes time for developing the space & submission of plans, obtaining approval of plans from BMTC and carrying out, flooring, toilets, interiors, electrical, fire fighting, interior plumbing & sanitation and other works as required by the licensee at their own cost. The space will be provided under "as is where basis" condition. 5. The permanent structures installed/erected/constructed by the licensee will become property of BMTC after expiry/ termination of

	license. The civil works shall be carried out by the licensee before executing the work with pre-obtained approval of plans from the Civil Engineering Department of BMTC and under their supervision. The payment of license fees commences after expiry of gestation period irrespective of occupation or not.
42	**Evaluation Criteria:-** Among the valid offers received, the highest offer made including GST will be considered for selection.
43	BMTC reserves right to reject /withdraw any or all tenders without assigning any reasons.
44	BMTC does not bind itself to accept highest offer and reserves the right to reject all Offers without assigning any reasons thereof without being answerable to the offered in any manner whatsoever.
45	BMTC reserves right to license full or part of any area being part of this notification to any party before acceptance of bids received under this notification & only the remaining area on pro-rata license fee basis will be licensed to the selected licensee.
46	The licensee while handing over Office premises to the Licensor shall have to hand over the same in good condition. In case of any damages the proportionate cost will be recovered from the security deposit.
47	BMTC will engage an agency for Comprehensive management services for the said Bus Stands premises only. The licensee shall make their own arrangement of housekeeping and waste disposal for the licensed area allotted at his cost.
48	The Licensee shall obtain the required permission from the city Corporation/ Town or City municipal and all other local statutory authorities where ever necessary. Without obtaining necessary license if any the licensee shall not commence his business.
49	The Licensee shall be in compliance with the ESI/ PF Act and all other such labour laws for the time being in force. Any untoward incident/ harm caused to the employees of the Licensee during the term of the license, the Licensee/ its Sub-Licensee is to be held directly liable for the same and BMTC would have no part in it.
50	The Licensee shall place and continue to keep in the aforesaid premises all necessary equipment's required to run the licensed premises and shall not remove them without the previous approval of the Licensor.
51	The Licensee and his servants or his agents or his authorized representatives shall have access at all reasonable time to and from the premises for the purpose herein before mentioned.
52	The Licensee shall have no interest in the property of the licensed premises nor shall he be deemed to have exclusive possession thereof, except the right of use of the premises during the stipulated period and the Licensee shall not be deemed to be the tenant of the Licensor.
53	The Licensee shall also pay all license fees with other fees, taxes, Goods & service tax payable to the Government or Municipalities or other local bodies in connection with conducting business in the licensed premises. Only property tax will be paid by BMTC.
54	The Licensee shall make arrangements to dispose the waste generated at his own cost and he shall not dump the waste in and around the BMTC premises.
55	The common area will be in the possession of BMTC and used by all the

	occupants/ licensees in the same building. All the licensees have to share the house-keeping charges for the common areas on prorate basis according to area occupied by them. If the licensee uses the portion of common utility for their purpose exclusively, they have to pay the license fee/ rent on pro-rate basis.
56	The service utilities like staircase, lifts, fire ducts, electrical ducts, sanitary ducts, electrical room etc shall be used for the purposes they are meant and shall not be used for commercial/ any other purposes.
57	**I. <u>Permissible Activities and other guidelines: At Commercial spaces:</u>** • Retail Shops- cloths, grocery, Mobile, Stationary, Cosmetics, Footwears, Gift Centre, etc., • Super Market/Mini Market/Hyper Market • Veg and Non-Veg Restaurants/Hotel/Cafe/Bakery • Tuition Centre/Coaching Centre/Computer Training Centre • ATM Counters • Saloon/Beauty Parlor/Spa Centre • Clinic/Diagnostic Centre/Pharmacy • Showroom-Electronics, Furnishers, Vehicles, etc., • Fitness Centre/Gym/Yoga Centre • Game Zone/Multiplex • Courier/Parcel services • Dormitory. • Battery Exchange Centre • Family/sports club (without serving liquor) • ATMs, Flight reservation online booking counters • Telephone booth **II. <u>Licensees can allocate space for all types of private and government offices.</u>** • Bank, Financial Institution • Private Company, Corporate Office • IT/Software Offices • Startup Offices • Chartered Accountant/Audit Office • Lawyer's Office • Government/Government Subordinate Offices • Architect/Engineer/Interior Designer Office • Consultancy Office-Business, Education, HR • Ticket Booking Office (No private buses reservations) • Insurance/Finance/Loan Office • Real Estate/Property Management Office • Media/Digital Marketing/Advertising Office • NGO/Trust Office • Co-working Space/Shared Office • Back Office Operations (BPO, KPO) • Bangalore One Office **III. <u>Non-permissible Activities and other guidelines at commercial spaces:</u>** • Heavy Industries: Manufacturing units that generate pollution involve heavy machinery, or pose harm to the environment shall not be

	permitted to operate. • Hazardous Storage: Businesses involving explosives, highly flammable substances, or toxic gases shall not be permitted. • Large scale waste processing: Large-scale waste processing units, animal skin tanning activities, and brick kilns shall not be permitted. • Noisy activities, including stone cutting (granite work) or metal work that generate excessive noise or dust pollution, are prohibited. • Explosives Manufacturing Units. • Agriculture, Animal Husbandry & Poultry Farm • Dumping Yard, Recycling Plants • Slaughterhouses/Meat Processing Plants • Automotive repair and workshops • Construction materials: wood, iron, steel, sand. • Liquor sales, liquor stores, bars. • Not to be used as parking spaces, • Factory offices with production offices • Research labs (with chemical/biological experiments) • Data centers (heavy servers and cooling systems) • Offices with storage of hazardous materials • Warehouse-combined offices (large scale) • Garbage processing or waste management offices, units, use for the said purpose (residence in the name of office) • Illegal or unlicensed offices • Offices using heavy machinery. • Private transport business activity (including travel booking) • Business activities restricted by law • Offices of commercial premises are for administrative and service purposes only. Industrial, hazardous or heavy technical works are not permitted here. The licensee has to ensure that either licensee or his agents who use the premises have to adhere to respective laws, obtain all necessary licenses/permissions from concerned authorities for their business activities and have to pay periodical taxes to concerned authorities and communicate same to the BMTC/Authority well within time.
58	The Licensee at his own cost shall provide the required capacity Acoustic Generator or Power Supply back up and BMTC will provide only space if available.
59	The Licensee shall not cause any damage or alter to ACP, Structural glazing and other fittings installed by BMTC.
60	The Licensee shall take up all water supply and sanitary works, flooring works, electricity works, interior works and internal partition AC, Fire Fighting works and all other works necessary for normal functioning at his own cost.
61	If the licensee desires to take additional power more than sanctioned load he shall directly obtain additional power sanctioned from concerned authorities by re-structuring reforming the existing infrastructures and depositing the additional deposits himself at his own cost. BMTC will issue NOC only for additional loads.
62	The power supply will be extended by licensee from Licensor’s distribution boards. The length of cable etc., to be provided by the licensee from distribution board (to be nominated by Licensor) shall depend upon location

	of individual facility at the project.
63	The Licensee shall abide by all rules, regulations and orders that the Licensor or his authorized representatives may from time to time make or adopt for the care protection and administration of the licensed premises and the general welfare and comfort of its public, employees and others.
64	The overall control of the licensed premises and supervision of the said licensed premises shall remain vested with Licensor, who's Officers or Authorized representatives shall have access at all reasonable hours to the said establishment or part thereof.
65	The Licensee shall have a lien on all the belongings and properties of the Licensor for the time being in or upon the premises.
66	Even upon approval of partial surrender: a. The Licensee shall continue to pay the full license fee until formal approval and execution of a supplementary agreement. b. The revision of license fee, if any, shall be prospective only from the date of formal acceptance and physical handing over of the surrendered area. c. The Authority reserves the right to impose an administrative/processing fee and/or levy proportionate damages, if deemed necessary.
67	In case the premises is destroyed or damaged by natural calamity or riot or civil disturbances or war or by dept civil work so as to make it unfit for use by the Licensee, the license shall stand terminated automatically.
68	If the Licensee uses water from borewell digged at his own cost and maintained, then he shall not pay water charges to BMTC till completion of the contract including extended period. Prior permission in writing shall be obtained from BMTC and other mandatory permission from the concerned Government authority before digging borewell. If the BMTC required the Licensee shall provide water to BMTC free of cost.
69	**Insurance** The Licensee shall at its cost and expense, purchase and maintain by due re-insurance or otherwise, such insurance as are necessary including but not limited to the risk and coverage of building structure. BMTC shall not be responsible for any of such insurance. The Licensee shall keep the insurance policies in force and valid throughout the license period.
70	***Dispute Resolution System:*** In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties.
71	**Jurisdiction:** Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts.
72	Participation in the bid, Selection in the bid process, Issuance of allotment letter will not create any right or claim to the licensee. The obligations between parties arise only upon execution of Agreement/ Contract between the parties.
73	The Licensee shall keep and maintain the commercial / office space in and around the premises in clean, proper and decent conditions. He shall also not cause any obstructions to the normal activity of the Licensor and shall not in any manner damage the wall, floor or other structures of the

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<tr><td></td><td>commercial / office premises as the user of the establishment in any manner whatsoever.</td></tr>
<tr><td>74</td><td>a) The Licensee has to pay Lift maintenance charges and common area housekeeping on pro-rata basis as per the allotted space, if any.
b) If the Licensee is provided with power supply through DG, the charges per unit of the total consumed unit shall be charged at a higher tariff compared to BESCOM</td></tr>
<tr><td>75</td><td>Permission for extra space adjacent to the existing license premise can be given to the existing licensee, on specific request, to a maximum extent of 25% of the area of the licensed premises at the pro-rata rate if the space available is free from all encumbrances/ subject to availability and discretion of BMTC</td></tr>
<tr><td>76</td><td>The licensee shall vacate the unauthorized use of the additional space immediately upon notice. In addition, the licensee shall be subject to the following penalties and action shall be taken to terminate the contract.
<table><tr><td>First Time</td><td>In case of unauthorized use of extra space, 1.5 times the Prorate of ELF per month, shall be levied as fine.</td></tr><tr><td>Second Time & if repeated</td><td>In case of unauthorized use of extra space, 1.5 times the Prorate of ELF per month, shall be levied as fine. And in addition, the Corporation shall have the power to forfeit the security deposit and terminate the License.</td></tr></table></td></tr>
<tr><td>77</td><td>The amount paid by the licensee every month shall be adjusted to the current month's Goods & Services Tax and Monthly License Fee after deducting the outstanding Goods & Services Tax, interest on Goods & Services Tax, electricity and water usage charges, interest on outstanding license fee, additional security deposit, and outstanding license fee respectively.</td></tr>
<tr><td>78</td><td>No reduction or exemption on monthly license fee will be granted during the period of a strike/bandh.</td></tr>
<tr><td>79</td><td>The selected Licensee will be required to install fire protection/extinguishing equipment in the commercial/office premises of the Corporation. The Corporation will not be responsible for fire accidents and other natural calamities.</td></tr>
<tr><td>80</td><td>The items sold by the licensees in the commercial outlets shall not exceed the Maximum Retail Price (MRP) mentioned on them. If the corporation becomes aware of the selling the items at higher prices, the Corporation shall have the power to impose a fine of Rs.1000/- on such licensees for the first case, Rs.2000/- for the second case and Rs. 3000/- for the third case if repeated and to terminate the License.</td></tr>
<tr><td>81</td><td>If the licensee engages in any unauthorized activity in the commercial outlets other than the specified goods/business without obtaining prior permission, the Corporation shall have the power to impose a fine of Rs.1000/- for the first case, Rs.2000/- for the second case and Rs.3000/- for the third case/repetition and to terminate the License.</td></tr>
</table>

82	The List of Commercial Establishments mentioned in Annexure B is tentative and BMTC reserve the right to addition/ remove the commercial establishments.
83	Any decision by the licensee to keep certain units closed or minimally operated for business convenience shall be entirely at the licensee's own commercial risk, without financial liability to BMTC.
84	Operating only selected or high-revenue commercial units while keeping low-revenue or less-viable units closed shall not entitle the licensee to any reduction, waiver, or adjustment of the fixed monthly license fee payable for the entire composite package.
85	The licensee shall not claim non-viability, low footfall, losses, or poor revenue from any space/establishment as grounds for: • Reduction of license fee • Temporary suspension of payment • Partial surrender of premises
86	BMTC reserves the right to direct the licensee to commence or restore operations in any closed or under-utilized unit within a specified time, without affecting the license fee.
87	**Partial Surrender:** 1. Partial surrender/Conditional of the licensed premises shall not be a matter of right and may be permitted only at the sole discretion of the competent Authority. 2. The decision of the Authority shall be final and binding and no claim for compensation, loss of business, or damages shall be entertained on the account of approval or rejection of partial surrender/condition.
88	Submission of the bid shall be deemed as the bidder's acceptance of the commercial risk associated with operating both high-revenue and low-revenue space under a single-agency.
89	• The BMTC reserves the right to add, delete, or modify any of the terms and conditions of this agreement at its sole discretion, without prior notice and without assigning any reason whatsoever. • BMTC reserves the absolute right to withdraw, cancel, or modify any commercial establishment specified in Annexure B at any time during the tender process, without prior notice and without assigning any reasons thereof.

ANNEXURE -A

The details of AREA, RESEVERED PRICE , EMD & TURNOVER are as below:

SL. N	TOTAL ESTABLISHMENT	AREA	RESEVERD PRICE (INCLUDIN	EMD	TURNOVER

O	(North East Division)		G GST)		
1	5	**38,968**	**5,36,134**	**4,75,718**	**1,80,31,080**

ANNEXURE –B: The details of AREA belongs to North East Divisions are as below:

Sl No	Bus station	Establishment	Sq.ft	ELF excluding GST	ELF including GST	Category	EMD	TURNOVER
1	Hoskote	Refreshment Room- Ground floor	2,153	40,627	47,940		29,251	
2		Commercial/ Office space- Mezz Floor	5,080	55,928	65,995		40,268	
3		Commercial/ Office space- 1st Floor	31,501	3,00,518	3,54,611		3,60,622	1,80,31,080
4	Shivajinagar	GS-03(Open Space)	48	33,183	39,156	General	23,892	
5	Kalyan Nagar	GS-03	186	24,095	28,432		21,685	
	Total		38,968	31,54,351	5,36,134		4,75,718	1,80,31,080

Sd/-

Chief Traffic Manager

(Com)

(Tender Inviting Authority)